

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **IMPROVING PERFORMANCE IN A DISC DRIVE USING HEAD-TO-HEAD OFFSETS IN ACCESS COMMAND SCHEDULING**, the specification of which is attached hereto unless the following box is checked:

_____ was filed on _____ as United States Application Number or PCT International Application Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s)

(Number) (Country) (Day/Month/Year Filed) Priority Claimed
_____ Yes _____ No

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below.

60/183,102 February 17, 2000
(Application Number) (Filing Date)

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this

application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

(Application Number) (Filing Date) (Status - patented,pending, abandoned)

(Application Number) (Filing Date) (Status - patented,pending, abandoned)

Address all telephone calls to **Bill D. McCarthy** at telephone number **(405) 235-7700** or facsimile number **(405) 239-6651**.

Address all Correspondence to:

Bill D. McCarthy
CROWE & DUNLEVY
1800 Mid-America Tower
20 N. Broadway
Oklahoma City, Oklahoma 73102-8273.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor (given name, family name)

Jack A. Mobley

Inventor's signature Jack A Mobley Date: 10/20/2000

Residence **Oklahoma City, Oklahoma 73162**

Citizenship **United States of America**

Post Office Address **11301 Randwick Drive, Oklahoma City, Oklahoma 73162**

Figure 6 The effect of the number of iterations on the accuracy of the proposed algorithm.

Inventor's signature _____

Date: 10/20/2000

Citizenship United States of America

Full name of third joint inventor, if any (given name, family name)

Inventor's signature

Date: 10/20/2000

Citizenship United States of America

Post Office Address 1104 E. North Lakeview Lane, Mustang, Oklahoma 73064

Leonard D. Doss

Inventor's signature

Date: 10/20/2000

Residence Oklahoma City, Oklahoma 73119

Citizenship United States of America

Post Office Address 2713 Texoma Drive, Oklahoma City, Oklahoma 73119

PATENT

First Named Inventor:	Jack A. Mobley, et al.
Serial No.:	Not Yet Assigned
Filed:	October 24, 2000
Docket:	23060

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10/23/00

STATEMENT UNDER 37 CFR 3.73 (b)


Seagate Technology LLC states that it is the Assignee of Entire Interest in the patent application/patent identified above by virtue of an Assignment from the inventor(s) of the patent application/patent identified above. A copy of the Assignment is attached and/or was recorded in the Patent and Trademark Office at

Reel , Frame . The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Respectfully submitted,

SEAGATE TECHNOLOGY LLC
(Assignee of Entire Interest)

22 October 2000
Date


Shawn B. Dempster, Reg. No. 34,321
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and Technology Development
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EXPRESS MAIL RECEIPT NO.EK281428778US
(Joint) SEAGATE

Docket No. 23060
SEA 9496

ASSIGNMENT

WHEREAS, we, Jack A. Mobley, Jason D. Gregg, Kenny T. Coker and Leonard D. Doss, are the joint inventors of an invention in IMPROVING PERFORMANCE IN A DISC DRIVE USING HEAD-TO-HEAD OFFSETS IN ACCESS COMMAND SCHEDULING, for which we have executed an application for United States Letters Patent; and

WHEREAS, Seagate Technology LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and having a place of business at Scotts Valley, California, is desirous of acquiring the entire right, title and interest in and to said application and said invention, as well as any and all applications for Letters Patents and Inventor's Certificates which may be filed on said invention in any country or countries, as well as any and all Letters Patents and Inventor's Certificates which may be granted on any such application.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto Seagate Technology LLC, its successors and assigns, our entire right, title and interest in, to and under said invention and said application, and any and all Letters Patents which may be granted for said invention and/or on said application, including all extensions, continuations, divisions and reissues thereof, and our right of priority under the International Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models, and any other convention, treaty or reciprocal agreement to which the United States is a party concerning priority in inventions, patents, designs, inventor's certificates, industrial property or industrial models, and any and all applications for Letters Patent or Inventor's Certificate which has heretofore or may hereafter be filed on said invention in any country or countries, as well as any and all Letters Patents and Inventor's Certificates which may be granted on any such application, including all extensions, continuations, divisions, reissues and renewals thereof; the same to be held and enjoyed by Seagate Technology LLC for its own use and behoof and for the use and behoof of its successors and assigns as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made;

AND we covenant that we have not and will not execute any instrument or take any action contrary to this assignment, nor encumber the title of Seagate Technology LLC, in, to and under said invention, applications, Letters Patents and Inventor's Certificates, and that we have the right to execute this instrument;

AND we, and each of us, hereby covenant and agree to keep Seagate Technology LLC advised of our current residence addresses, and we, and each of us, or our executors, administrators, representatives or assigns, will execute all papers, make all rightful oaths, and do all acts deemed by Seagate Technology LLC, its successors and assigns, necessary or desirable in any proceeding concerning any of said applications or Letters Patents or Inventor's Certificates, including, but not limited to, proceedings for the procurement or enforcement of Letters Patents for said invention, or for the reissue, renewal or extension thereof, at the expense of Seagate Technology LLC but without charge to Seagate Technology LLC, its successors and assigns.

We hereby request the Commissioner of Patents of the United States, and any official of any country foreign to the United States whose duty is to issue Letters Patents or Inventor's Certificates on applications as aforesaid, to issue Letters Patents or Inventor's Certificates to Seagate Technology LLC or its designee in accordance with this instrument.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and sale.

Date: 10/20/2000

Jack A. Mobley
Jack A. Mobley, ASSIGNOR

Date: 10/20/2000

Jason D. Gregg
Jason D. Gregg, ASSIGNOR

Date: 10/20/2000

Kenny T. Coker
Kenny T. Coker, ASSIGNOR

Date: 10/20/2000

Leonard D. Doss
Leonard D. Doss, ASSIGNOR

STATE OF OKLAHOMA

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ss.

COUNTY OF CANADIAN

)

)

- This instrument was acknowledged before me, a Notary Public, on this 20 day of OCTOBER, 2000 by Jack A. Mobley.
(Month)

Nancy Marshall
Notary Public

My Commission Expires:
September 6, 2004

STATE OF OKLAHOMA

)

ss.

COUNTY OF CANADIAN

)

This instrument was acknowledged before me, a Notary Public, on this 20 day
of October, 2000 by Jason D. Gregg.
(Month)

Nancy Marshall
Notary Public

My Commission Expires:
September 6, 2004

STATE OF OKLAHOMA

)

ss.

COUNTY OF CANADIAN

)

This instrument was acknowledged before me, a Notary Public, on this 20 day
of October, 2000 by Kenny T. Coker.
(Month)

Nancy Marshall
Notary Public

My Commission Expires:
September 6, 2004

STATE OF OKLAHOMA

)

ss.

COUNTY OF CANADIAN

)

This instrument was acknowledged before me, a Notary Public, on this 20 day
of October, 2000 by Leonard D. Doss.
(Month)

Nancy Marshall
Notary Public

My Commission Expires:
September 6, 2004